



3. Grantee Need for Additional Workspace. Grantor hereby expressly agrees that in the event the route of the pipelines to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to Grantee hereunder require extra work space, then Grantee shall have the right and temporary access to additional working space which may be necessary therefor, and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

4. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement and to the boundaries of the Temporary Construction Easements while such Temporary Construction Easements remain in effect. Grantee shall also have the right, for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads; provided, however, Grantee shall restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use thereof by Grantee.

5. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement herein granted and Grantee, except as otherwise provided for in paragraph 13(a), shall not be liable for damages caused on the Easement by keeping the right-of-way clear of trees, undergrowth and brush in the exercise of the rights herein granted.

6. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipelines within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. Except as provided in this Paragraph, Grantee shall have no other above-ground structures within the boundaries of the Easement.

7. Pipeline Depth. The pipelines will be buried to a minimum depth of thirty-six inches (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipelines may be buried at a lesser depth.

8. Grantee Future Line Rights. Grantor and Grantee agree that should more pipelines be constructed and laid within the Easement after the initial construction period of said pipelines, Grantee shall then pay Grantor three dollars and no/100 cents (\$3.00) per lineal foot for each additional line so constructed and laid, in addition to the damages provided for elsewhere in this agreement.

9. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 5 above and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Easement by the terms hereof, and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline related activities on the Easement. Grantor agrees and understands Grantee's consideration herein paid does include payment of the initial damages caused by the initial construction of the pipelines and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

10. Restrictions on Grantor Use of Easement. Except as otherwise provided for in paragraph 13(b), without prior written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. Grantor shall not, nor permit third parties

to, change the grade of the land, or remove the cover, over the pipelines without prior, written consent of the Grantee.

11. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right-of-Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- (1) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
- (2) The right to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement.

12. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

13. Special Provisions.

- (a) GRANTEE INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST, AND TO REIMBURSE, GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, EXPENSES OR CAUSES OF ACTION OF WHATEVER NATURE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT PAID OR INCURRED BY GRANTOR, ITS AGENTS, SUCCESSORS AND ASSIGNS, ASSERTED BY OTHERS AND RELATED, DIRECTLY OR INDIRECTLY, TO GRANTEE'S USE OF THE EASEMENT PROPERTY AND THAT ARE CAUSED BY OR ARISE IN ANY MANNER OUT OF ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS, EMPLOYEES, REPRESENTATIVES OR ANY OTHER PERSON UNDER GRANTEE'S CONTROL OR ACTING AT GRANTEE'S DIRECTION.
- (b) Grantor Reservations Upon Easement. Grantor reserves the right to construct maintain, repair and operate roadways, streets, alleys, sidewalks, bridges, underground communication conduits, electric transmission and distribution lines, telephone lines, water, drainage and sewer pipelines, and other utilities, across the Easement at any angle of not less than forty-five degrees (45°) to the pipeline(s) and further agree that any underground improvements and utilities shall be installed at least thirty-six inches (36") below or above the bottom of the pipeline(s) and shall cross the pipeline(s) at an angle of at least forty-five degrees (45°) to the centerline of the pipeline(s); provided, however, Grantor shall exercise any of the rights reserved in such a manner so that:
  - Grantee's pipeline and facilities located on the Easement shall not be endangered, obstructed, injured or interfered with;
  - Grantee's access to the Easement and its pipeline(s) and facilities located thereon is not interfered with;

- Grantee shall not be prevented from traveling within and along the entire length of the Easement on foot or in vehicles or machinery;
- the pipeline(s) is/are left with the amount of cover originally installed to allow safe operation of the pipeline(s);
- the pipeline(s) is/are left with proper, sufficient and permanent support;
- Grantee's use of the Easement for the purposes set forth herein is not unreasonably impaired or interfered;
- Grantor shall notify Grantee in writing at least sixty (60) days in advance of any such use within the Easement; and such Grantee approval shall not be unreasonably withheld, denied or refused.
- Grantor reserves the right to pave over said Easement for purposes of a parking lot.

(c) Grantee Abandonment. Grantee agrees that, in the event of the complete non-use of said pipeline by Grantee, its successors or assigns, for a period of two (2) consecutive years after the pipeline has been placed into full service, this Easement and right of way shall be considered abandoned and Grantee shall furnish at its expense, upon receipt of written request from Grantor, a release of the Easement and right of way, in which event Grantee shall have the right to abandon the pipeline or remove said pipeline.

14. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part.

15. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

16. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right-of-Way Agreement.

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantor, its successors and assigns, forever. Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 1<sup>st</sup> day of September, 2010.

GRANTOR(S): JAMES O. WOLFINBARGER

BY: James O. Wolfinbarger  
JAMES O. WOLFINBARGER

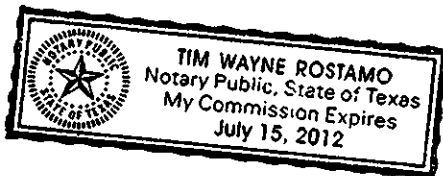
GRANTOR(S): MARY WOLFINBARGER

BY: Mary Wolfinbarger  
MARY WOLFINBARGER

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 1<sup>st</sup> day of September, 2010 by JAMES O. WOLFINBARGER.

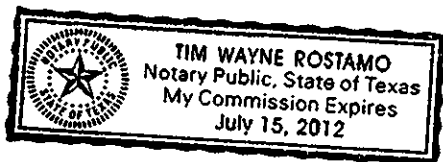


Tim Rostamo  
Notary Public, State of Texas  
Printed Name: Tim Rostamo  
Commission Expires: July 15, 2012

ACKNOWLEDGEMENT

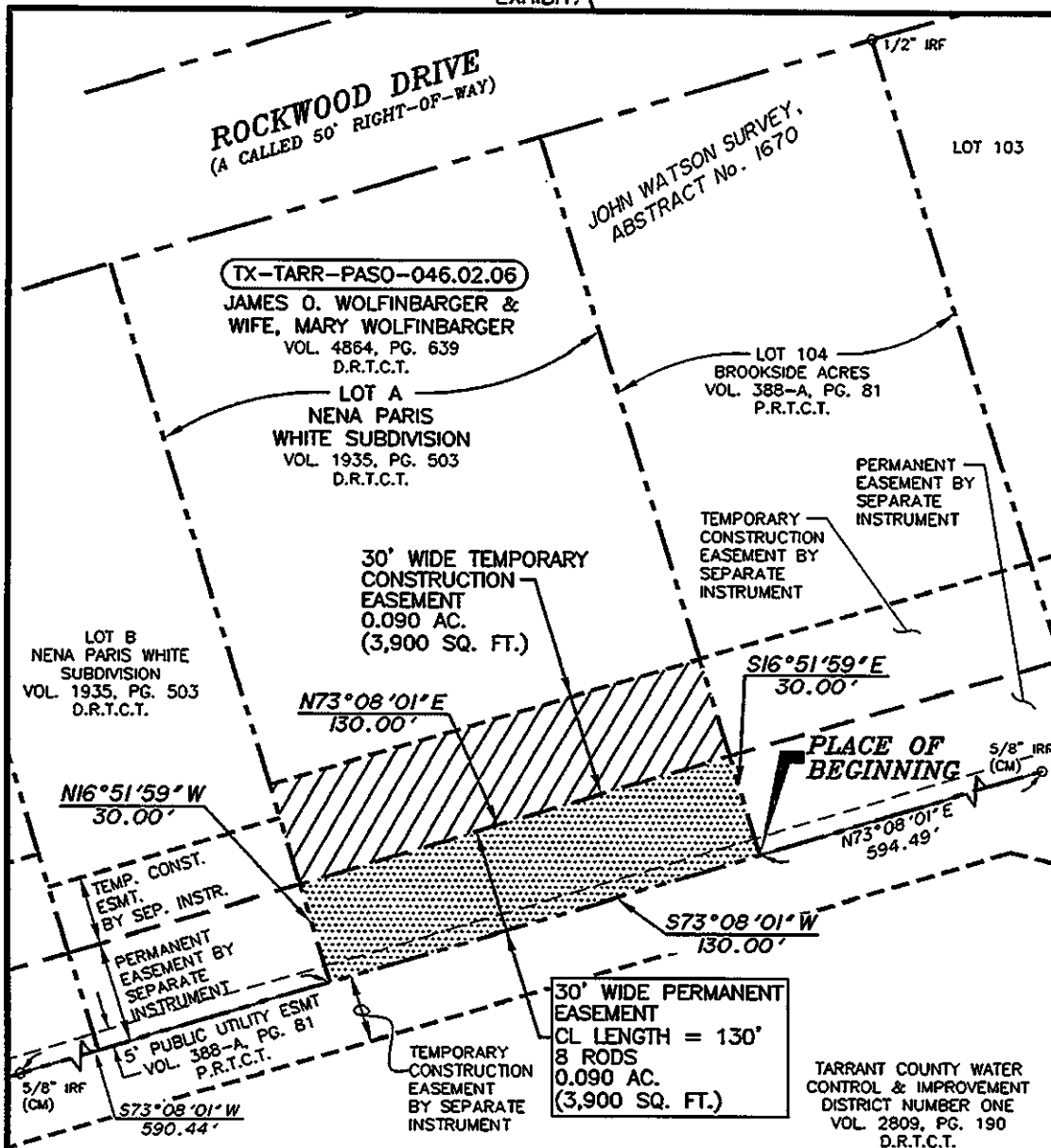
STATE OF TEXAS §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 1<sup>st</sup> day of September, 2010 by MARY WOLFINBARGER.



Tim Rostamo  
Notary Public, State of Texas  
Printed Name: Tim Rostamo  
Commission Expires: July 15, 2012

EXHIBIT A



## NOTES:

- (1) ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINISTERED BY WESTERN DATA SYSTEMS.
- (2) TITLE INFORMATION PROVIDED BY TEXAS MIDSTREAM GAS SERVICES, L.L.C.
- (3) THIS SURVEY WAS MADE ON THE GROUND DURING THE MONTHS OF NOVEMBER 2009 THROUGH JANUARY 2010 UNDER THE DIRECTION OF GREGG A.E. MADSEN, R.P.L.S. NO. 5798.
- (4) REFER TO THE ACCOMPANYING FIELD NOTES ATTACHED HERETO AND MADE A PART THEREOF.

## \* LEGEND \*

CM	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
IRS	IRON ROD SET
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

 TX-TARR-PASO-046.02.06-1-Rev2.dwg  
 15:27 WA# 08074

2	7/12	JW	REVISED PERM/TEMP EASEMENTS	JLH
1	6/17	CLM	REVISED PERM/TEMP EASEMENTS	JLH
REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 563356 TX-TARR-PASO-046.02.06				
SURVEYOR PREPARING THIS EXHIBIT: <b>WIER &amp; ASSOCIATES, INC.</b>				

<b>texas MIDSTREAM GAS SERVICES</b>			
PAPPAJOHN TO SHADY OAKS JAMES O. WOLFENBARGER AND WIFE, MARY WOLFENBARGER 30' WIDE PERMANENT EASEMENT TARRANT COUNTY, TEXAS			
DRAWN BY: CLM	DATE: 04-21-2010	DWG. NO.	REV.
CHECKED BY: <i>gib</i>	DATE: 07-19-2010	1 OF 2	2
SCALE: 1"=40'	APP: <i>CLM</i>		

EXHIBIT A

**FIELD NOTES – DESCRIPTION  
30' WIDE PERMANENT EASEMENT**

BEING A TRACT OF LAND LOCATED IN THE JOHN WATSON SURVEY, ABSTRACT No. 1670, TARRANT COUNTY, TEXAS, BEING A PORTION OF LOT A, NENA PARIS WHITE SUBDIVISION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 1935, PAGE 503, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO JAMES O. WOLFINBARGER AND WIFE, MARY WOLFINBARGER, RECORDED IN VOLUME 4864, PAGE 639, D.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

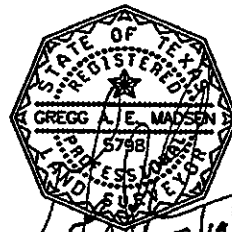
BEGINNING AT A POINT, BEING THE EAST CORNER SAID LOT A, THE SOUTH CORNER OF LOT 104, BROOKSIDE ACRES, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 388-A, PAGE 81, P.R.T.C.T., AND IN THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE (T.C.W.C.I.D. No. 1), RECORDED IN VOLUME 2809, PAGE 190, D.R.T.C.T., FROM WHICH A 5/8" IRON ROD FOUND BEARS N 73°08'01" E, 594.49 FEET, SAID IRON ROD BEING THE SOUTHEAST CORNER OF LOT E, BROOKSIDE ACRES, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 388-J, PAGE 329, P.R.T.C.T. AND IN THE WEST RIGHT-OF-WAY LINE OF ISBELL ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE S 73°08'01" W, ALONG THE SOUTHEAST LINE OF SAID LOT A AND THE NORTHWEST LINE OF SAID T.C.W.C.I.D. No. 1 TRACT, 130.00 FEET TO A POINT, BEING THE SOUTH CORNER OF SAID LOT A AND THE EAST CORNER OF LOT B OF SAID NENA PARIS WHITE SUBDIVISION;

THENCE N 16°51'59" W, DEPARTING THE NORTHWEST LINE OF SAID T.C.W.C.I.D. No. 1 TRACT, ALONG THE SOUTHWEST LINE OF SAID LOT A AND THE NORTHEAST LINE OF SAID LOT B, 30.00 FEET TO A POINT;

THENCE N 73°08'01" E, DEPARTING THE SOUTHWEST LINE OF SAID LOT A AND THE NORTHEAST LINE OF SAID LOT B, 130.00 FEET TO A POINT IN THE NORTHEAST LINE OF SAID LOT A AND THE SOUTHWEST LINE OF SAID LOT 104;

THENCE S 16°51'59" E, ALONG THE NORTHEAST LINE OF SAID LOT A AND THE SOUTHWEST LINE OF SAID LOT 104, A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.090 ACRES (3,900 SQUARE FEET) OF LAND, MORE OR LESS.



THIS SURVEY WAS MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF GREGG A.E. MADSEN, R.P.L.S. NO. 5798 DURING THE MONTHS OF NOVEMBER 2009 THROUGH JANUARY 2010. ALL BEARINGS RECITED HEREIN ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983. REFER TO THE ACCOMPANYING EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

TX-TARR-PASO-046.02.06-2-Rev2.dwg

15:28 WAJ 09074

2	7/12	JW	REVISED PERM/TEMP EASEMENTS	JLH
1	6/17	CLM	REVISED PERM/TEMP EASEMENTS	JLH
REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 563356 TX-TARR-PASO-046.02.06				
SURVEYOR PREPARING THIS EXHIBIT: <b>WIER &amp; ASSOCIATES, INC.</b>				
<div style="display: flex; justify-content: space-between;"> <div> <b>tex</b> <b>MIDSTREAM</b> GAS SERVICES </div> <div> PAPPAJOHN TO SHADY OAKS JAMES O. WOLFINBARGER AND WIFE, MARY WOLFINBARGER 30' WIDE PERMANENT EASEMENT TARRANT COUNTY, TEXAS </div> </div>				
DRAWN BY: CLM		DATE: 04-21-2010		DWG. NO.
CHECKED BY: <i>[Signature]</i>		DATE: 07-19-2010		REV.
SCALE: N/A		APP.: <i>[Signature]</i>		2 OF 2
				2